

IN THE FOURTH DISTRICT COURT OF THE STATE OF UTAH, IN AND FOR  
UTAH COUNTY.

Provo Reservoir Company,  
A Corporation  
Plaintiff

Vs.

Provo City, Lincoln School District,  
The Provo Bench Canal and Irrigation  
Company, James L. Meldrum, John E. Booth,  
George James, Merrill Holden, Louis James,  
Isiah B. Lott, Benjamin B. Richmond,  
Joseph Faucett, Walter Lott, Ada J. Hickman,  
and Elmer Meldrum, jointly as members of a  
voluntary association, not incorporated, under  
the name and style of the Faucett Field  
Ditch Company and individually as tenants in  
common in the Faucett Field Ditch Company  
and in the right to the use of water <sup>flowing</sup> ~~existing~~  
therein, et al, Defendants.

Now comes James <sup>✓</sup>Meldrum, John E. <sup>✓</sup>Booth, George <sup>✓</sup>James, Merrill <sup>✓</sup>Holden, Louis <sup>✓</sup>James, Isiah B. <sup>✓</sup>Lott, Benjamin B. <sup>✓</sup>Richmond, Joseph <sup>✓</sup>Faucett, Walter <sup>✓</sup>Lott, Ada J. <sup>✓</sup>Hickman, and Elmer <sup>✓</sup>Meldrum, part of the defendants, in the above entitled cause and make their answer to the said plaintiff's complaint, for themselves alone and not for any one or more of the other defendants, and admit, deny, and allege as ~~follows~~ follows, to-wit:

I

Admit the allegations in paragraphs from 1 to 29 inclusive.

II

As to the allegations in paragraphs from 29 (A) to 29 (C) inclusive, these defendants have not sufficient knowledge or information to form a belief and therefore deny it.

III

Admit paragraph 29 (D).

IV

As to the statements contained in paragraph 29 (E) to paragraph 33 inclusive, these defendants have not sufficient knowledge to form a

belief and therefore deny it.

V

The defendants admit paragraphs 34 and 35.

VI

As to paragraph 36, these defendants allege, that they have not sufficient knowledge or information to form a belief except as hereinafter set forth and therefore deny it.

VII

As to the allegations in paragraph 37, defendants alleges, that they have not sufficient knowledge or information to form a belief except as hereinafter set forth and therefore deny it.

VIII

~~As to the allegations 38 and 39, defendants allege, that~~

As to the allegations in paragraphs 38 and 39 defendants allege, that they have not sufficient knowledge or information on which to form a belief except as hereinafter set forth and therefore deny it.

IX

That the said defendants for further answer and affirmative defence allege: That on the 5th day of February, A.D. 1902, in a case then pending in the District Court of the Fourth Judicial District of the State of Utah in and for Utah County, wherein Provo City, et al, were plaintiffs, and the West Union Canal Company et al were defendants, a certain decree was rendered, commonly known as the "Morse Decree" which decree adjudicated the several water rights of the parties to the said action among others, those of these defendants, and awarding to them a certain amount of water at different stages of the amount of water in Provo River, which decree is hereby referred to and as far as applicable to the plaintiff and these defendants is made a part of this answer.

X

That by mutual agreement and stipulation by and between the said plaintiff and these defendants, these defendants are accorded the rights awarded to them by the said decree, subject, however, only to the terms of a Decree of this Court made and entered on the 26th day of January, 1907, and commonly known as the "Chidester Decree" where in the said Decree changes in any manner the rights of these defendants as given to them by the said "Morse Decree" and which "Chidester Decree" is hereby referred to in so far as it affects the rights of

this plaintiff and these defendants it is hereby made a part of this answer.

WHEREFORE, said defendants pray judgment that they may be decreed to have the rights to the use of the water as awarded to them by the said "Morse Decree" and particularly described as follows, to-wit: That when the water of said Provo River at and near the mouth of Provo Canyon exceeds 15000 cubic feet per minute these defendants are to have .0169 thereof.

That when the volume of water in Provo River near and below the mouth of Provo Canyon, in Utah Canyon, becomes reduced in quantity at said point, to a volume not exceeding 15000 cubic feet of water per minute and until the same becomes reduced in quantity, at said point, to a volume not exceeding 12000 cubic feet of water per minute, these defendants shall be entitled to the following proportions there to, to-wit: The Faucett Field Ditch Company..... .0180.

That when the volume of water flowing in said River, near and below the mouth of Provo Canyon, Utah County, becomes reduced in quantity at said point, to a volume not exceeding 12000 cubic feet of water per minute, and from then down to the lowest stage the volume of water in said River may reach at said point, the defendants herein shall be entitled to the following proportions thereof, to-wit, The Faucett Field Ditch Company..... .0202.

*J. E. Booth*  
Atty for Faucett Field Ditch

State of Utah  
County of Utah.

*J. L. Muldren* being first duly sworn on his oath says:

that he is one of the defendants named in the foregoing answer, that has read the foregoing answer and knows the contents thereof and that the same is true of his own knowledge except as to those matters stated on information and belief, and as to those matters he believes it to be true.

*James L. Muldren*



and sworn to before me this 21 day of May, 1914.

*Alfred L. Booth*  
Notary Public.

No 2885

Dist Court  
Wata Co.  
Prow Reservoir &  
vs

J. L. McElmum et al

Separate answer of

Koncert Field Co

John C. Evans  
by son.

Recd copy this 20th  
day of January 1918

IN DIST. COURT  
WATA CO., TEXAS  
JAN 20 1918

R. T. Palfreyman, Clerk.  
Elias A. Gee, Deputy.

J. C. Booth  
Att. for Koncert Field